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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

BOARD OF COMMISSIONERS OF
THE PORT OF NEW ORLEANS, on
behalf of itself and all others similarly
situated,

Plaintiff,

vs.

VIRGINIA HARBOR SERVICES, INC.
D/B/A SEAWARD; SII, INC.; SHI, INC.;
FRANK MARCH; ROBERT B.
TAYLOR; GERALD THERMOS;
WILLIAM ALAN POTTS; and
ANDREW BARMAKIAN,

Defendants.

SA CV11-00437 DOC VBKx

CLASS ACTION COMPLAINT

1 Plaintiff Board of Commissioners of the Port of New Orleans ("Plaintiff"),
2 on behalf of itself and all others similarly situated, brings this action for treble
3 damages and costs of suit under the antitrust laws of the United States against
4 Virginia Harbor Services, Inc. (d/b/a SEAWARD); SII, Inc. (f/k/a Seaward
5 International, Inc.); SHI, Inc. (f/k/a Seaward Holdings, Inc.); Frank March; Robert
6 B. Taylor; Gerald Thermos; William Alan Potts; and Andrew Barmakian
7 ("Defendants") and alleges, on information and belief, but on personal knowledge
8 as to allegations relating to Plaintiff, as follows:

9 **NATURE OF CLAIM**

10 1. This case arises from a conspiracy among Defendants and their co-
11 conspirators to fix, raise, maintain and/or stabilize prices, rig bids and allocate the
12 market and customers for plastic marine pilings and ancillary products ("Marine
13 Pilings") in the United States.

14 2. As a result of this illegal conspiracy, Defendants charged supra-
15 competitive prices for Marine Pilings in the United States, thereby injuring
16 Plaintiff and members of the Class (defined below).

17 3. A number of Defendants in this action have already pleaded guilty to
18 and/or settled similar claims in related actions alleging the same anticompetitive
19 conduct involving Marine Pilings.

20 4. Defendants Virginia Harbor Services, Inc., Robert B. Taylor, William
21 Alan Potts and Andrew Barmakian have pleaded guilty to engaging in a conspiracy
22 to unlawfully rig bids and allocate the market for the sale of Marine Pilings
23 pursuant to a criminal investigation launched by the United States Department of
24 Justice's Antitrust Division ("DOJ").

25 5. These guilty pleas have resulted in substantial fines and/or prison
26 sentences for a number of the Defendants.

6. Additionally, on July 22, 2009, the DOJ intervened in a pending *qui tam* lawsuit brought by whistleblower Douglas Farrow, a current executive of named co-conspirator Urethane Products Corporation.

7. The *qui tam* lawsuit, which was filed in 2005, was partially unsealed by Judge George H. Wu of the U.S. District Court of the Central District of California on February 19, 2010.

8. On February 26, 2010, the DOJ announced that it had negotiated settlements with several of the Defendants totaling \$15.4 million. Trelleborg AB (“Trelleborg”), the parent company of Defendant Virginia Harbor Services, Inc. and four of its subsidiaries, agreed to pay \$14 million to settle the *qui tam* action that alleged they participated in an unlawful conspiracy to fix prices, rig bids and allocate markets for Marine Pilings, among other marine products, purchased by the U.S. Navy and other federal departments and agencies. Defendant Frank March agreed to pay \$1 million to settle the *qui tam* action, which involved Marine Pilings as well.

9. In addition, with the DOJ's approval, Douglas Farrow, the relator in the *qui tam* action, settled with Defendant Gerald Thermos, among others, for \$100,000.

10. Also on February 26, 2010, the State of Florida announced that Defendant Virginia Harbor Services, Inc. and its predecessor, Trelleborg Engineered Products, Inc. (“TEP”), agreed to pay \$707,000 to several public port authorities in Florida, including the Port of Palm Beach, to settle claims that the companies conspired to allocate business, rig bids and fix prices of marine equipment.

JURISDICTION AND VENUE

11. This action arises under Section 1 of the Sherman Act and Sections 4 and 16 of the Clayton Act, 15 U.S.C. §§ 1, 15 and 26.

12. This Court has jurisdiction under Sections 4 and 12 of the Clayton Act, 15 U.S.C. §§ 15(a) and 22, and 28 U.S.C. §§ 1331 and 1337.

13. Venue is proper in this District pursuant to Sections 4 and 12 of the Clayton Act, §§ 15(a) and 22, and 28 U.S.C. § 1391(b), (c) and (d). Defendants are found and transact business in the District and/or the claims arose at least in part in the District. Defendants regularly and continuously conduct business in interstate commerce. The interstate trade and commerce relevant to this action has been carried out, in part, within the District.

PARTIES

14. Plaintiff Board of Commissioners of the Port of New Orleans ("Port of New Orleans") is a political subdivision of the State of Louisiana created by La. R.S. 34:1 *et. seq.*, for the purposes of regulating commerce and traffic of the Port and Harbor of New Orleans. During the Class Period (defined below), the Port of New Orleans purchased Marine Pilings directly from one or more of the Defendants and was damaged as a result of the Defendants' and their co-conspirators' unlawful conduct.

15. Defendant SII, Inc. (f/k/a Seaward International, Inc.) ("SII") is a corporation organized under the laws of the State of Virginia, with offices located in Clear Brook, Virginia. SII's participation in and acts in furtherance of the unlawful conspiracy resulted in foreseeable anticompetitive effects in this District and the United States.

16. Defendant SHI, Inc. (f/k/a Seaward Holdings, Inc.) ("SHI") is a corporation organized under the laws of the State of Virginia, with offices located in Clear Brook, Virginia. Plaintiff is informed and believes that SHI acquired SII in 1999 and that SHI dominates and controls SII. The term "Seaward" herein refers to SHI and SII together. Most of Seaward's assets and operations, including its Marine Pilings manufacturing operation, were acquired by TEP. SHI's

1 participation in and acts in furtherance of the unlawful conspiracy resulted in
2 foreseeable anticompetitive effects in this District and the United States.

3 17. Defendant Virginia Harbor Services, Inc. (d/b/a SEAWARD) is a
4 corporation organized under the laws of the State of Delaware, with its principal
5 place of business located in Clear Brook, Virginia. On or about July 25, 2007,
6 Trelleborg caused TEP to change its name to Virginia Harbor Services, Inc.
7 Unless stated otherwise, Virginia Harbor Services, Inc. and its predecessor TEP
8 shall hereafter be referred to as "VHS". VHS is a corporate subsidiary of
9 Trelleborg.

10 18. On or about December 2002, VHS acquired most of the business
11 interests of Seaward. Selling under the "Seaward" brand, Defendant VHS is one of
12 the world's leading manufacturers and suppliers of Marine Pilings. VHS's
13 participation in and acts in furtherance of the unlawful conspiracy resulted in
14 foreseeable anticompetitive effects in this District and the United States.

15 19. Defendant Frank March ("March") is the majority shareholder of SHI.
16 He was the majority shareholder of SII before it was acquired by SHI. March
17 actively participated in and implemented and also directed and authorized the
18 wrongful conduct, hereinafter alleged, by Seaward and VHS. In or around
19 December 2002, March authorized the sale of Seaward's operations to VHS for
20 approximately \$13 million. March's participation in and acts in furtherance of the
21 unlawful conspiracy resulted in foreseeable anticompetitive effects in this District
22 and the United States.

23 20. Defendant Robert (a/k/a "Bob") B. Taylor ("Taylor") was the
24 principal owner and operator of co-conspirator ProMar LLC ("ProMar"), a
25 manufacturer of marine products, between 1997 and 1998. In 1999, ProMar was
26 acquired by Seaward. Taylor thereafter served as President of SHI and held a
27 minority interest in SII. Around December 2002, following VHS's acquisition of
28 certain of Seaward's assets and operations, including Seaward's Marine Pilings

1 manufacturing business, Taylor was employed as the President of VHS and sat on
2 its board. Taylor, like March, actively participated in and implemented and also
3 directed and authorized the unlawful conduct by Seaward and later VHS described
4 herein. Defendant Taylor authorized and directed VHS to continue engaging in the
5 unlawful practices described herein after VHS acquired Seaward's operations.
6 Taylor's participation in and acts in furtherance of the unlawful conspiracy resulted
7 in foreseeable anticompetitive effects in this District and the United States

8 21. Defendant William Alan Potts ("Potts") is the former CFO of VHS
9 and held that position during the Class Period. Potts actively participated in and
10 implemented the unlawful conduct described herein. Potts' participation in and
11 acts in furtherance of the unlawful conspiracy resulted in foreseeable
12 anticompetitive effects in this District and the United States.

13 22. Defendant Gerald Thermos ("Thermos") is an individual presently
14 residing in Seal Beach, California. Thermos is the former president of UPC and
15 now owns and operates Marine Fenders International in Wilmington, California.
16 Thermos actively participated in and implemented the unlawful conduct described
17 herein and directed and authorized the unlawful conduct by UPC. Thermos'
18 participation in and acts in furtherance of the unlawful conspiracy resulted in
19 foreseeable anticompetitive effects in this District and the United States

20 23. Defendant Andrew Barmakian ("Barmakian") is an individual who
21 conducts business in Rialto, California and resides in Rancho Cucamonga,
22 California. Barmakian is the owner and president of named co-conspirator Plastic
23 Pilings, Inc. Barmakian actively participated in and implemented the unlawful
24 conduct described herein and directed and authorized the unlawful conduct
25 engaged in by Plastic Pilings, Inc. Barmakian's participation in and acts in
26 furtherance of the unlawful conspiracy resulted in foreseeable anticompetitive
27 effects in this District and the United States
28

NAMED CO-CONSPIRATORS

24. Co-conspirator Plastic Pilings, Inc. ("PPI") is a corporation organized under the laws of the State of California with offices located in Rialto, California. PPI was a leading manufacturer and supplier of Marine Pilings. PPI entered into and participated in the conspiracy to fix, raise, maintain and/or stabilize prices, rig bids and allocate the market and customers for Marine Pilings. Upon information and belief, PPI does not presently exist as a legal entity.

25. Co-conspirator ProMar LLC ("ProMar") is a business entity with offices formerly located in Clearwater, Virginia, and offices formerly located in Kearneysville, West Virginia and Fort Worth, Texas. In 1999, SHI acquired ProMar. In December 2002, VHS purchased the assets of ProMar. ProMar participated in the conspiracy to fix, raise, maintain and/or stabilize prices, rig bids and allocate the market and customers for Marine Pilings. Upon information and belief, ProMar does not presently exist as a legal entity.

26. Co-conspirator Urethane Products Corporation ("UPC") is a corporation organized under the laws of the State of California, with its principal place of business located in Bellflower, California. UPC manufactures, distributes and sells marine products made from polyethylene foam core with a polyurethane elastomer skin.

UNNAMED CO-CONSPIRATORS

27. Various other companies and individuals not named as Defendants in this Complaint participated as co-conspirators in the unlawful acts complained of, and performed acts and made statements in furtherance of the unlawful conduct.

INTERSTATE TRADE AND COMMERCE

28. Throughout the Class Period, there has been a continuous and uninterrupted flow of sales of Marine Pilings in interstate commerce.

THE MARINE PILINGS INDUSTRY

29. Marine Pilings are reinforced synthetic pilings and timbers that are used in port and pier construction projects.

30. VHS has manufactured and sold Marine Pilings under the names Seapile, SeaTimber and SI Plastic Products, among others.

31. During the Class Period, Seaward (subsequently VHS) and PPI were the primary manufacturers of Marine Pilings in the United States.

THE MARINE PILINGS CONSPIRACY

32. Beginning at least as early as January 2000, Defendants and their co-conspirators joined and participated in a continuing conspiracy in unreasonable restraint of trade to artificially raise, fix, maintain and/or stabilize prices, rig bids and allocate the market and customers for Marine Pilings in the United States in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

33. In formulating and effectuating their contract, combination or conspiracy, Defendants and their co-conspirators engaged in anticompetitive activities, the purpose and effect of which were to artificially raise, fix, maintain and/or stabilize the price of, rig bids and allocate the market and customers for Marine Pilings in the United States. These activities included:

(a) Attending meetings or otherwise engaging in discussions in the United States and elsewhere by telephone, facsimile and electronic mail regarding the sale of Marine Pilings;

(b) Communicating with one another to discuss the prices, customers, markets, market shares and price levels of Marine Pilings in the United States;

(c) Agreeing during those meetings and discussions to allocate shares of the Marine Pilings market among Marine Pilings Defendants and their co-conspirators;

1 (d) Agreeing during those meetings and discussions not to compete
2 for one another's customers by either not submitting bids to certain customers, or
3 submitting intentionally high prices or bids to certain customers;

4 (e) Agreeing to charge prices for Marine Pilings at specified levels
5 and to allocate the market and customers and otherwise fixing, increasing,
6 maintaining and/or stabilizing the price of Marine Pilings sold to purchasers in the
7 United States;

8 (f) Submitting bids in accordance with the agreement;

9 (g) Selling Marine Pilings to customers in the United States and
10 elsewhere at collusive and non-competitive prices pursuant to the agreement;

11 (h) Accepting payment for Marine Pilings to customers in the
12 United States and elsewhere at collusive and non-competitive prices pursuant to
13 the agreement;

14 (i) Authorizing or consenting to the participation of employees
15 and/or distributors in the conspiracy; and

16 (j) Concealing the conspiracy and conspiratorial contacts through
17 various means.

18 34. In approximately 2000, Thermos, Seaward and PPI developed a plan
19 for the unlawful coordination of pricing and sales of PPI and Seaward's Marine
20 Pilings. The plan originally involved the creation of a so-called "joint venture"
21 called NextWave Composites LLC ("NextWave Composites"), which would be
22 managed by Taylor, Barmakian and Thermos.

23 35. Secret meetings were held among UPC, PPI and Seaward in
24 California around October 2000 regarding the scheme, and documents were drafted
25 describing how the operation would work. The scheme provided that sales of
26 Marine Pilings by Defendants would go through their illegal joint venture
27 NextWave Composites, which would allocate the sales on a 50-50 basis according
28 to agreed-upon "target production ratios" for Seaward (later VHS) and PPI.

1 36. Moreover, if Seaward (later VHS) or PPI sold directly to customers,
2 the agreement provided for the same agreed-upon pricing and target ratios to be
3 observed. March, the principal of Seaward, was aware of and approved the
4 scheme.

5 37. Upon information and belief, despite the joint venture, Defendants did
6 not make any sales of Marine Pilings through NextWave Composites.

7 38. Instead, before, during and after the period of NextWave Composites'
8 existence, Defendants systematically implemented the same scheme to fix prices,
9 rig bids and allocate the market for Marine Pilings directly with their customers
10 according to the same terms as agreed upon in the joint venture agreement. Both
11 PPI, Seaward (later VHS) and their co-conspirators jointly agreed upon the price to
12 be charged for Marine Pilings to each customer and allocated customers on a 50/50
13 basis to each conspirator throughout the Class Period.

14 39. In or around December 2002, VHS acquired most of Seaward's assets
15 and operations, including Seaward's Marine Pilings manufacturing business. Upon
16 information and belief, following the acquisition, the Nextwave Composites joint
17 venture was dissolved.

18 40. VHS joined the conspiracy following its purchase of Seaward's
19 Marine Pilings business, and, jointly with PPI and their co-conspirators, agreed to
20 and did in fact engage in the unlawful agreement to fix prices, rig bids and allocate
21 the market for Marine Pilings according to the same terms throughout the
22 remainder of the Class Period.

23 41. Potts spearheaded the conspiracy on behalf of Seaward (later VHS).

24 42. Thermos has had a close relationship with the owners and/or
25 management of PPI from at least the late 1990s, particularly Barmakian (PPI's
26 President). UPC sold chemicals to PPI. Moreover, even though UPC was not
27 involved in the Marine Pilings business, Thermos included advertising for PPI's
28 Marine Pilings on UPC's website until his departure from UPC, and Barmakian

1 frequently met with Thermos at UPC to discuss the operations of the respective
2 businesses.

3 43. During the Class Period, Thermos and UPC also had possession of
4 Seaward's confidential pricing information on Marine Pilings.

5 44. As a result of the illegal conspiracy, since approximately 2000,
6 Defendants engaged in a practice of price-fixing, bid-rigging, and market
7 allocation of Marine Pilings in the United States in furtherance of their unlawful
8 agreement and systematically charged supra-competitive prices to purchasers of
9 Marine Pilings.

10 **Criminal Pleadings to Date**

11 45. A number of Defendants have pleaded guilty to participating in a
12 conspiracy to allocate customers and rig bids for Marine Pilings in the United
13 States in connection with a criminal investigation launched by the DOJ.

14 46. On or about February 14, 2007, Taylor entered into a plea agreement
15 with the DOJ pursuant to which Taylor agreed to "waive indictment and plead
16 guilty to a three count criminal information charging the defendant with: (1)
17 participating in a conspiracy to suppress and eliminate competition by allocating
18 customers and rigging bids for contracts of foam-filled marine fenders and buoys
19 in the United States and elsewhere from at least as early as June 2000, continuing
20 until as late as August 2005, in violation of the Sherman Antitrust Act, 15 U.S.C. §
21 1; (2) participating in a conspiracy to suppress and eliminate competition by
22 allocating customers and rigging bids for contracts of plastic marine pilings in the
23 United States and elsewhere from at least as early as December 2000 until as late
24 as May 2003, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1; and (3)
25 participating in a conspiracy to corruptly give, offer or agree to give money with
26 the intent to influence an agent of the New York City government in connection
27 with a series of transactions from at least as early as January 2000 until at least
28 December 2002, in violation of 18 U.S.C. §§ 371 and 666."

1 47. The plea agreement provided, upon the satisfaction of certain
2 conditions, for the DOJ to recommend that “the Court impose a sentence requiring
3 the defendant to pay to the United States a criminal fine of \$100,000 and to serve a
4 jail term of thirty (30) months of incarceration.” The plea was filed on May 10,
5 2007 in the United States District Court for the Eastern District of Virginia. Taylor
6 was subsequently sentenced to serve jail time for his offense.

7 48. On August 3, 2007, VHS’s CFO William Alan Potts entered into a
8 plea agreement pursuant to which he agreed to plead guilty to a single count
9 criminal information charging him with participating in a conspiracy to suppress
10 and eliminate competition by allocating customers and rigging bids for contracts of
11 Marine Pilings sold in the United States and elsewhere from as early as December
12 2002 and continuing until as late as May 2003 in violation of the Sherman
13 Antitrust Act, 15 U.S.C. § 1. The plea was filed on September 24, 2007 in the
14 United States District Court for the Eastern District of Virginia. Potts was
15 sentenced in June 2008 to pay \$60,000 and serve a sentence of six months in jail.

16 49. On September 30, 2008, PPI’s owner and President Andrew
17 Barmakian entered into a plea agreement with the United States pursuant to which
18 Barmakian agreed to plead guilty to a single count criminal information charging
19 him with participating in a conspiracy to suppress and eliminate competition by
20 allocating customers and rigging bids for contracts of Marine Pilings from as early
21 as December 2000 and continuing until as late as May 2003 in violation of the
22 Sherman Antitrust Act, 15 U.S.C. § 1. The plea was filed on December 19, 2008
23 in the United States District Court for the Eastern District of Virginia. Barmakian
24 was sentenced in April 2009 to pay \$75,000 and serve a sentence of one day in jail.

25 50. On or about April 20, 2009, VHS entered into a plea agreement with
26 the DOJ, pursuant to which it pleaded guilty to: (i) participating in a conspiracy
27 between December 2002 and August 2005 to allocate customers and rig bids for
28 contracts of Foam-Filled Fenders and Buoys sold in the United States and

1 elsewhere; and (ii) participating in a conspiracy between December 2002 and May
 2 2003 to allocate customers and rig bids for contracts of Marine Pilings. The plea
 3 was filed in the United States District Court for the Eastern District of Virginia on
 4 June 15, 2009. VHS was subsequently fined \$7,500,000.

5 **CRIMINAL PLEADINGS IN RELATED FOAM-FILLED FENDERS AND**
 6 **BUOYS CONSPIRACY**

7 51. In addition to their participation in the conspiracy alleged herein to
 8 fix, raise, maintain and/or stabilize prices, rig bids and allocate the market and
 9 customers for Marine Pilings, Defendants VHS, Taylor, Thermos and March also
 10 pleaded guilty to criminal charges in connection with their participation in a related
 11 conspiracy in the marine products industry to suppress and eliminate competition
 12 by allocating customers and rigging bids for foam-filled fenders and foam-filled
 13 buoys ("Foam-Filled Fenders and Buoys") in the United States and elsewhere.

14 52. The Foam-Filled Fenders and Buoys conspiracy worked much the
 15 same way as the Marine Pilings conspiracy, particularly because it involved many
 16 of the same conspirators. In or about 2001, UPC (Thermos) and Seaward (Taylor
 17 and March) established a similar joint venture called Nextwave Marine LLC
 18 ("NextWave Marine"). Although NextWave Marine purported to be a legitimate
 19 joint venture, in reality it was established as a vehicle to unlawfully fix, raise,
 20 maintain and/or stabilize prices, rig bids and allocate the market and customers for
 21 Foam-Filled Fenders and Buoys in the United States.

22 53. Defendants here planned to employ the same scheme to implement
 23 their unlawful agreement (through NextWave Composites).

24 **ALLEGATIONS OF ANTITRUST**
INJURY TO PLAINTIFFS AND THE CLASSES

25 54. Defendants' unlawful conspiracy had the following anticompetitive
 26 effects, among others:
 27
 28

1 (a) prices charged to Plaintiff and the Class for Marine Pilings in
2 the United States have been fixed, raised, maintained, and/or stabilized at higher,
3 artificially-derived, non-competitive levels;

4 (b) Plaintiff and the Class have been deprived of the benefits of
5 free, open and unrestricted competition in the sale of Marine Pilings in the United
6 States; and

7 (c) competition in establishing prices for Marine Pilings in the
8 United States has been unlawfully restrained, suppressed and eliminated.

9 55. By reason of Defendants' violations of Section 1 of the Sherman Act
10 and Sections 4 and 16 of the Clayton Act, Plaintiff and the Class have sustained
11 injury to their business or property. The injury sustained by Plaintiff and the Class
12 is the payment of supra-competitive prices for Marine Pilings. This is an injury of
13 the type that the antitrust laws were meant to punish, prevent, and redress.

14 **CLASS ACTION ALLEGATIONS**

15 56. Plaintiff brings this action as a class action under Rules 23(a), (b)(2)
16 and (b)(3) of the Federal Rules of Civil Procedure, on behalf of itself and all others
17 similarly situated. The Class is defined as:

18 All persons or entities that purchased Marine Pilings in
19 the United States directly from one or more of the
20 Defendants or co-conspirators from January 1, 2000
21 through such time as the anticompetitive effects of the
22 Defendants' conduct ceased (the "Class Period").
23 Excluded from the Class are the Defendants, any parents,
24 subsidiaries or affiliates of the Defendants (whether or
25 not named as a Defendant in this Complaint), any of the
26 Defendants' co-conspirators and federal government
27 entities.
28

57. The Class is so numerous that joinder of all members is impracticable.
While the exact number of Class members is unknown to Plaintiff at this time,
Plaintiff believes that there are numerous members of the Class and that their
identities can be learned from Defendants' and their co-conspirators' books and
records.

1 58. Plaintiff's claims are typical of the claims of the Class. Plaintiff and
2 members of the Class purchased Marine Pilings during the Class Period from
3 Defendants or their co-conspirators at artificially maintained, non-competitive
4 prices, established by the unlawful actions of the Defendants and their co-
5 conspirators. Plaintiff and members of the Class have sustained damage in that
6 they paid inflated prices for Marine Pilings during the Class Period due to the
7 Defendants' conduct in violation of federal law as set forth herein.

8 59. Plaintiff will fairly and adequately protect the interests of the
9 members of the Class and has retained counsel competent and experienced in class
10 action and antitrust litigation.

11 60. Common questions of law and fact exist as to all members of the
12 Class which predominate over any questions affecting solely individual members
13 of the Class. Among the questions of law and fact common to the Class are:

14 (a) Whether Defendants conspired to raise, fix, maintain or
15 stabilize the prices of, rig bids and allocate the market and customers for Marine
16 Pilings in the United States;

17 (b) Whether Defendants undertook actions to conceal their
18 unlawful conspiracy; and

19 (c) Whether Defendants' conduct violated the relevant U.S. federal
20 antitrust laws and caused injury to the business and property of Plaintiffs and the
21 members of the Class and, if so, the proper measure of damages.

22 61. A class action is superior to other available methods for the fair and
23 efficient adjudication of this controversy because joinder of the members of the
24 Class is impracticable. The prosecution of separate actions by individual members
25 of the Class would impose heavy burdens upon the courts and Defendants, and
26 would create a risk of inconsistent or varying adjudications of the questions of law
27 and fact common to the Class. A class action, on the other hand, would achieve
28 substantial economies of time, effort and expense, and would assure uniformity of

1 decision as to persons similarly situated without sacrificing procedural fairness or
2 bringing about other undesirable results.

3 62. The Class has a high degree of cohesion, and prosecution of the action
4 through representatives would be unobjectionable. The amounts at stake for
5 members of the Class, while substantial in the aggregate, are not great enough
6 individually to enable them to maintain separate suits against Defendants. Plaintiff
7 does not anticipate any difficulty in the management of this action as a class action.

8 **FRAUDULENT CONCEALMENT**

9 63. Defendants fraudulently concealed their participation in the
10 conspiracy alleged herein by, among other things, engaging in secret meetings and
11 communications in furtherance of the conspiracy, agreeing among themselves not
12 to discuss publicly or otherwise reveal the nature and substance of the acts and
13 communications in furtherance of their illegal conspiracy and by holding
14 themselves out as competitors to the public, to Plaintiff, and to the members of the
15 Class.

16 64. Defendants engaged in various secret meetings to further the
17 objectives of the conspiracy. For example, in or around October 2000, UPC, PPI
18 and Seaward participated in secret meetings in California to discuss the terms of
19 their agreement pursuant to which Seaward (later VHS) and PPI would jointly
20 agree on prices and divide the market for Marine Pilings on a 50-50 basis
21 according to agreed-upon "target production ratios." These meetings, and the
22 discussions surrounding them, were not revealed to class members or to the public
23 at large.

24 65. In approximately 2000, Defendants developed a plan for the
25 coordinated sales of PPI and Seaward's Marine Pilings through a so-called "joint
26 venture" managed by Taylor, Barmakian and Thermos. Upon information and
27 belief, Defendants developed the plan to create a joint venture in order to conceal
28 their unlawful scheme to fix, raise, maintain and/or stabilize prices, rig bids and

1 allocate the market and customers in the United States for Marine Pilings in the
2 United States. The unlawful purpose of this joint venture was not revealed to the
3 public.

4 66. In or about November 2002, Seaward and ProMar entered into a
5 written asset purchase agreement with VHS ("Asset Purchase Agreement"),
6 whereby they agreed to sell to VHS certain of their assets, including assets relating
7 to their Marine Pilings business. The agreement was signed by March on behalf of
8 Seaward and Taylor on behalf of ProMar. Despite the fact that both ProMar and
9 Seaward were actively engaged in the illegal conspiracy to fix, raise, maintain
10 and/or stabilize prices, rig bids and allocate the market and customers for Marine
11 Pilings in the United States, the Asset Purchase Agreement explicitly represented
12 that Seaward and ProMar had conducted their business "in accordance with all
13 applicable Laws in force in the United States (including, without limitation, those
14 relating to *antitrust* . . .)" (emphasis added). In addition, an exhibit to the Asset
15 Purchase Agreement falsely stated that Seaward "continues to face strong
16 competition in many of its markets," including Plastic Pilings.

17 67. Defendants held themselves out as competitors to the public pursuant
18 to their unlawful agreement. For example, in 2004 Taylor communicated with
19 Plaintiff by letter regarding at least one of Plaintiff's purchases of Marine Pilings
20 from VHS, and Taylor did not reveal that VHS's bid (price) was jointly agreed
21 upon with a competitor (thus not competitive) or that Plaintiff's purchase was
22 allocated to VHS. Also, in 2000, Potts communicated with Plaintiff by letter
23 regarding another of Plaintiff's purchases of Marine Pilings from Seaward, and
24 Potts did not reveal that Seaward's bid (price) was jointly agreed upon with a
25 competitor (thus not competitive) or that Plaintiff's purchase was allocated to
26 Seaward.

27 68. Because of the aforementioned fraudulent concealment, and the fact
28 that a price-fixing conspiracy is inherently self-concealing, Plaintiff and the

1 members of the Class could not have discovered the existence of the conspiracy
2 any earlier than public disclosures thereof.

3 69. Plaintiff and members of the Class reasonably relied on the
4 Defendants' materially false or misleading bids and Plaintiff and members of the
5 Class were lulled into believing that Defendants' bids were the result of free and
6 open competition, rather than the product of Defendants' collusive activities.

7 70. Because the alleged conspiracy was both self-concealing and
8 affirmatively concealed by Defendants and their co-conspirators, Plaintiff and
9 members of the Class had no knowledge of the alleged conspiracy, did not know
10 that they were paying artificially high supra-competitive prices for Marine Pilings,
11 and had no knowledge of any facts or information that would have caused a
12 reasonably diligent person to investigate whether the conspiracy existed until
13 February 21, 2007, the date the DOJ filed its criminal information against Taylor.

14 71. At all relevant times and in all relevant respects, Plaintiff and
15 members of the Class exercised reasonable diligence.

16 72. None of the facts or information available to Plaintiff and members of
17 the Class prior to the Notice Date, if investigated with reasonable diligence, could
18 or would have led to the discovery of the conspiracy alleged in this Complaint.

19 73. As a result of Defendants' conduct and concealment of their
20 conspiracy, Plaintiff and members of the Class were prevented from learning of the
21 facts needed to commence suit against Defendants for the anticompetitive conduct
22 alleged in this Complaint until the Notice Date.

23 74. Because of Defendants' active steps, including fraudulent
24 concealment of their conspiracy, to prevent Plaintiff and members of the Class
25 from suing them for the anticompetitive activities alleged in this Complaint,
26 Defendants are equitably estopped from asserting that any otherwise applicable
27 limitations period has run.
28

1 75. The running of any applicable statute of limitations has been equitably
2 tolled as to any claims of Plaintiff and members of the Class as a result of the
3 anticompetitive conduct alleged in this Complaint.

4
5 **CLAIM FOR RELIEF**

6 **VIOLATION OF SECTION 1 OF THE SHERMAN ACT**

7 76. Plaintiff incorporates by reference the preceding allegations.

8 77. Defendants and their named and unnamed co-conspirators entered into
9 and engaged in a conspiracy in unreasonable restraint of trade in violation of
10 Section 1 of the Sherman Act and Sections 4 and 16 of the Clayton Act.

11 78. The conspiracy consisted of a continuing agreement, understanding or
12 concerted action between and among the Defendants and their co-conspirators in
13 furtherance of which the Defendants fixed prices, rigged bids and allocated the
14 market and customers for Marine Pilings in the United States. Defendants'
15 conspiracy is a *per se* violation of the federal antitrust laws and is, in any event, an
16 unreasonable and unlawful restraint of trade.

17 79. Defendants' conspiracy, and resulting impact on the market in the
18 United States for Marine Pilings, occurred in or affected interstate commerce.

19 80. As a proximate result of Defendants' unlawful conduct, Plaintiff and
20 the Class have suffered injury in that they have paid supra-competitive prices for
21 Marine Pilings in the United States during the Class Period.

22 **RELIEF SOUGHT**

23 Accordingly, Plaintiff demands relief as follows:

24 A. That the Court determine that this action may be maintained as a class
25 action under Rules 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure,
26 that Plaintiff Port of New Orleans be appointed as class representative for the
27 Class;

1 B. That the unlawful conspiracy alleged be adjudged and decreed to be
 2 an unreasonable restraint of trade or commerce, in violation of Section 1 of the
 3 Sherman Act;

4 C. That Defendants, their subsidiaries, affiliates, successors, transferees,
 5 assignees and the respective officers, directors, partners, agents, and employees
 6 and all other persons acting or claiming to act on their behalf, be permanently
 7 enjoined and restrained from continuing and maintaining the conspiracies alleged
 8 in this Complaint;

9 D. That Plaintiff and the Class recover the damages determined to have
 10 been sustained as to each of them, trebled as provided by law, and that judgment be
 11 entered against Defendants, jointly and severally, on behalf of Plaintiff and each
 12 and every member of the Class;

13 E. That Plaintiff and the Class recover their costs of the suit, including
 14 attorneys' fees, as provided by law; and

15 F. That the Court direct such further relief it may deem just and proper.

16 **DEMAND FOR JURY TRIAL**

17 Pursuant to Rule 38(a) of the Federal Rules of Civil Procedure, Plaintiffs
 18 demand a jury trial as to all issues triable by a jury.

19 Dated: March 17, 2011

Respectfully submitted,

20 By: 

21 Michael Goldberg (Bar No. 188669)

22 Lionel Z. Glancy (Bar No. 134180)

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6 jspector@srkw-law.com
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8 **& WILLIS PC**
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10 Suite 600
11 Washington, DC 20004
12 Telephone: (202) 756-3600
13 Facsimile: (202) 756-360

Additional Plaintiff's Counsel

14 **Of Counsel:**

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18 lynchj@portno.com
19 Joseph W. Fritz, Jr.
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21 Diana T. A. Hale
22 haled@portno.com
23 1350 Port of New Orleans Place
24 New Orleans, LA 70130
25 Telephone: (504) 528-3228
26 Facsimile: (504) 528-3209

27 *Additional Counsel for Plaintiff*
28 *Board of Commissioners of*
The Port of New Orleans

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge David O. Carter and the assigned discovery Magistrate Judge is Victor B. Kenton.

The case number on all documents filed with the Court should read as follows:

SACV11- 437 DOC (VBKx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☒ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Michael Goldberg (#188669)
 GLANCY BINKOW & GOLDBERG LLP
 1801 Avenue of the Stars, Suite 311
 Los Angeles, CA 90067
 Telephone: (310) 201-9150

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

BOARD OF COMMISSIONERS OF THE PORT OF
 NEW ORLEANS, On Behalf of Itself and All Others
 Similarly Situated,

PLAINTIFF(S)

v.

VIRGINIA HARBOR SERVICES, INC. D/B/A
 SEAWARD,
 [See Attachment for Additional Defendants]

DEFENDANT(S).

CASE NUMBER

SACV11-00437

DOC

VBKx

SUMMONS

TO: DEFENDANT(S): THE ABOVE-NAMED DEFENDANTS

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Michael Goldberg, whose address is 1801 Avenue of the Stars, Suite 311, Los Angeles, CA 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: _____

MAR 17 2011

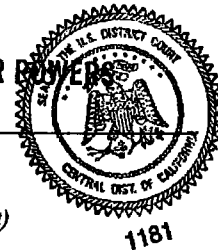
Clerk, U.S. District Court

CHRISTOPHER BOWEN

By: _____

Deputy Clerk

(Seal of the Court)



1181

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

Name & Address:

Michael Goldberg (#188669)
 GLANCY BINKOW & GOLDBERG LLP
 1801 Avenue of the Stars, Suite 311
 Los Angeles, CA 90067
 Telephone: (310) 201-9150

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

BOARD OF COMMISSIONERS OF THE PORT OF
 NEW ORLEANS, On Behalf of Itself and All Others
 Similarly Situated,

PLAINTIFF(S)

v.

VIRGINIA HARBOR SERVICES, INC. D/B/A
 SEAWARD,

[See Attachment for Additional Defendants]

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SACV11-00437 DOC VBKx

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Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Michael Goldberg, whose address is 1801 Avenue of the Stars, Suite 311, Los Angeles, CA 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

CHRISTOPHER POWERSDated: MAR 17 2011

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

ATTACHMENT TO SUMMONS

ADDITIONAL DEFENDANTS:

SII, INC.; SHI, INC.; FRANK MARCH; ROBERT B. TAYLOR; URETHANE PRODUCTS CORPORATION; GERALD THERMOS; AND ANDREW BARMAKIAN.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, on Behalf of Itself and All Others Similarly Situated	DEFENDANTS See attached.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Michael Goldberg (#188669) - Glancy Binkow & Goldberg LLP 1801 Avenue of the Stars, Suite 311 Los Angeles, CA 90067 Telephone: (310) 201-9150	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify): _____
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No

MONEY DEMANDED IN COMPLAINT: \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Violation of Section 1 of the Sherman Act and Section 4 of the Clayton Act, 15 U.S.C. Sections 1 and 15

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage-Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PERSONAL PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FOREIGN PROB/PERALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DFWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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SACV11-00437

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes
If yes, list case number(s): Consolidated Case 2:10-cv-02319-GW-FFMx

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or
☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
See attached.	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
See attached.	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles Orange	Throughout the United States

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date 3/17/2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

CIVIL COVER SHEET ATTACHMENT

I (a) - Defendants

VIRGINIA HARBOR SERVICES, INC. D/B/A SEAWARD; SII, INC.; SHI, INC.; FRANK MARCH; ROBERT B. TAYLOR; URETHANE PRODUCTS CORPORATION; GERALD THERMOS; AND ANDREW BARMAKIAN.

IX. Venue - Section B

List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

County in this District:	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles Urethane Products Corporation; Andrew Barmakian) Orange (Gerald Thermos)	Virginia (Virginia Harbor Services, Inc. d/b/a SEAWARD; Seaward; SII, Inc.; SHI, Inc.; Robert B. Taylor) Tennessee (Frank March)